



ORIGINAL

BEFORE THE ARIZONA CORPORATION COMMISSION

RECEIVED

Arizona Corporation Commission

2001 JUN 11 A 11: 28

DOCKETED

JUN 11 2001

WILLIAM A. MUNDELL
Chairman
JAMES M. IRVIN
Commissioner
MARC SPITZER
Commissioner

AZ CORP COMMISSION
DOCUMENT CONTROL

DOCKETED BY [Signature]

IN THE MATTER OF U S WEST)
COMMUNICATIONS, INC.'S)
COMPLIANCE WITH SECTION 271 OF THE)
TELECOMMUNICATIONS ACT OF 1996)
_____)

T-00000A-97-0238

DOCKET NO. ~~T-00000A-97-238~~

COMMENTS OF AT&T ON STAFF'S REPORT ON CHECKLIST ITEM 13

AT&T Communications of the Mountain States, Inc. and AT&T Local Services on behalf of TCG Phoenix (collectively "AT&T") submit these comments on the draft Commission Staff's Report on Qwest's Compliance with Checklist Item No. 13, Reciprocal Compensation.

AT&T also commends the Staff for the time and attention Staff has spent reviewing and summarizing the testimony, the workshop discussions, and the status of issues. AT&T states, however, that the transcripts and the pre-filed testimony or comments filed on this checklist item necessarily contain the most complete and accurate statement of the parties' positions and the evidence deduced on this issue. AT&T does have several comments on the draft report.

COMMENTS

A. Background Section.

In the Background Section, the Staff Report sets forth a number of statements

regarding reciprocal compensation. AT&T recommends several changes to this section.

First, paragraph 11 and paragraph 12 should be revised to set forth the FCC rule definitions for termination and transport. Such reference would be more accurate than relying on Qwest's restatement of the FCC's rules. Specifically, the FCC defines termination as:

termination is the switching of local telecommunications traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called party's premises.¹

On the other hand, transport is defined as follows:

transport is the transmission and any necessary tandem switching of local telecommunications traffic subject to section 251(b)(5) of the Act from the interconnection point between the two carriers to the terminating carrier's end office switch that directly serves the called party, or equivalent facility provided by a carrier other than an incumbent LEC.²

AT&T recommends substituting these definitions for the Qwest-referenced definitions.

Second, AT&T would recommend striking several of the references, paragraphs 13, 14, and 15, for several reasons. First, the information set forth in these three paragraphs is unnecessary to the resolution of any issues in dispute in reciprocal compensation. Second, some of the statements set forth factual propositions that were under discussion, at issue, and/or modified in the interconnection workshop. Therefore, these statements suggest conclusions and facts that are no longer valid and some are inconsistent with SGAT revisions that have been agreed to in the interconnection workshop. As an example, in paragraph 13, it is stated that direct trunk transport is only

¹ 47 C.F.R. § 51.701(d).

² 47 C.F.R. § 51.701(c).

provided between end offices. Qwest has now agreed to provision direct trunk transport between end office and access tandems, as well. Accordingly, AT&T urges that these three paragraphs be stricken.

B. Single Point of Interconnection at TELRIC Rates. (Disputed Issue No. 1)

As Qwest's comments indicate, in other jurisdictions, Qwest has agreed to remove SGAT language that required CLECs to interconnect in every local calling area and to pay private line rates for interconnection trunking beyond the local calling area.³

Specifically, as the Staff Report states, in the initial SGAT filed by Qwest in Arizona – the SGAT that was the subject of discussion during the reciprocal compensation workshops - Section 7.1.2 of that SGAT required a CLEC to establish a POI in each local calling area. In addition, while Section 7.1.2.4 of the SGAT permitted interconnection to a hub location on a negotiated basis, the CLEC must purchase Qwest's private line facilities at existing private line rates (which are not cost-based) from the hub location to the CLEC POI. *See* Section 7.1.2.5. AT&T contended that these requirements were inconsistent with the 1996 Act and the FCC's order and rules, which permit interconnection at any technically feasible point.⁴ In addition, AT&T contended that this requirement was discriminatory, forcing the CLEC to provision and pay for a trunking network as large as the U S WEST network.

As Qwest notes, since the Arizona workshop on checklist item 13, Qwest has eliminated its HUB/interLCA proposal and those provisions of Section 7 (including

³ Qwest's Comments on Staff's Report on Checklist Item 13, pp. 2 - 3.

⁴ 47 U.S.C. § 251(c)(2); 47 C.F.R. § 51.305.

Section 7.1.2.4) incorporating it. Qwest has agreed that CLECs may obtain a single point of interconnection in a LATA and pay Qwest TELRIC rates for the exchange of traffic to that single point. However, the elimination of these Sections and the other conforming SGAT modifications were not part of the filing made by Qwest on the non-OSS checklist items in February 2001. Based upon the 4th Revised SGAT filed with the Commission, this issue has been resolved.

Moreover, AT&T notes that in the SGAT Lite filed in connection with the interconnection workshop and subsequent discussions in interconnection workshops in Arizona and other states, Qwest proposed what it referred to as its "Single Point of Presence" or "SPOP" proposal. This proposal has reciprocal compensation impacts. However, this proposal has been discussed in the interconnection workshop in terms of its impact on interconnection and depending upon how this issue is resolved in the interconnection workshops, AT&T's reciprocal compensation issues may be resolved as well. However, to the extent this issue is not resolved in the interconnection workshop, AT&T will seek to reopen the record on Checklist Item 13.

C. Staff's Recommendation on Disputed Issue No. 2 Does Not Accurately Depict the Issue and Should be Revised. (Disputed Issue No. 2)

The recommendation made by Staff appears to confuse the issue in dispute under Disputed Issue No. 2. While the Staff properly identifies AT&T's characterization of the dispute in paragraph 64, the Recommendation addresses another issue. Indeed, Qwest suggests that there are two distinct issues in Disputed Issue 2: (a) the rate that applied when a CLEC establishes one point of interconnection in a LATA, as discussed above, and; (b) whether CLECs can purchase special access circuits out of Qwest tariffs, convert

a portion of the special access circuits to interconnection trunks, and "ratchet" the rates to TELRIC. In fact, issue (a) was raised in Arizona and issue (b) has not yet been raised. However, the Staff recommendation addresses issue (b).

With respect to issue (a), this issue concerns whether Section 7.1.2.5 (in the SGAT originally filed by Qwest for this workshop), is lawful, since it provides that calls between a CLEC customer and a Qwest customer in the same local calling area will be assessed private line rates, not reciprocal, TELRIC-based charges, when the call must be routed to the CLECs switch in another local calling area. Clearly, calls between two customers within the same local calling area fall squarely within the scope of the local telecommunications traffic definition under Section 51.701 of the FCC Rules to which reciprocal compensation applies.

Section 271(c)(2)(B)(xiii) of the Act (Checklist Item 13) requires that an RBOC's access and interconnection include "[r]eciprocal compensation arrangements in accordance with the requirements of Section 252(d)(2)."⁵ In turn, Section 252(d)(2)(A) states that "a State commission shall not consider the terms and conditions for reciprocal compensation to be just and reasonable unless (i) such terms and conditions provide for the mutual and reciprocal recovery by each carrier of costs associated with the transport and termination on each carrier's network facilities of calls that originate on the network facilities of the other carrier; and (ii) such terms and conditions determine such costs on the basis of a reasonable approximation of the additional costs of terminating such calls."⁶

⁵ 47 U.S.C. § 271(c)(2)(B)(xiii).

⁶ *Id.* § 252(d)(2)(A).

The FCC concluded that the pricing standards established by Section 252(d)(1) for interconnection and unbundled elements, and by Section 252(d)(2) for transport and termination of traffic, are sufficiently similar to permit the use of the same general methodologies for establishing rates under both statutory provisions.⁷ Thus, the FCC determined that transport of traffic should be priced based on the same cost-based standard, whether it is transport using unbundled elements or transport of traffic that originated on a competing carrier's network and that the "additional cost" standard permits the use of the TELRIC-based pricing standard established for interconnection and unbundled elements.

In fact, on this issue, as noted in the discussion on Disputed Issue No. 1 above, Qwest has eliminated the Hub/interLCA provisions of the SGAT and now permits CLECs to exchange traffic throughout a LATA at TELRIC rates. However, until Qwest amends its SGAT to reflect this concession, this issue should not be closed.

Moreover, the "Discussion and Staff Recommendation" section of Disputed Issue No. 2 should be revised to state that Qwest's proposed assessment of private line rates on local telecommunications traffic as proposed in Section 7.1.2.5 in the SGAT currently on file with the Commission is contrary to the Act and FCC rules.

The second issue, the ratcheting issue, arose in subsequent workshops in other states, but has never been discussed in testimony, comments workshops or briefs in Arizona. The ratcheting issue relates to a CLECs ability to use spare capacity on special access trunks to carry interconnection traffic and to pay the appropriate rate for such

⁷ 47 U.S.C. § 252(d)(2)(A)(ii).

traffic. This is an entirely separate issue from Qwest's proposal in Section 7.1.2.5 to impose private line rates on interconnection trunks that carry only local traffic. Qwest has now agreed in Section 7.3.1.1.2, that CLECs may carry special access and interconnection traffic on the same interconnection trunk, but Qwest requires CLECs to pay private lines rates for the interconnection traffic provided on those special access facilities, as opposed to appropriate cost-based rates required by the Act and FCC orders.

Because issue (b) has not been raised nor a record developed in Arizona, it is premature for Staff to issue a ruling on this issue. That cannot be done until the record is supplemented in Arizona. Accordingly, Staff should strike the entirety of the "Discussion and Staff Recommendation" on issue (b) and replace it with Staff's recommendation for issue (a) above.

D. Staff's Recommendation on the Tandem Switch Definition and Compensation is Improper and Should Be Revised. (Disputed Issue No. 4)

AT&T objects to Staff's recommendation to add the additional language Qwest proposed in its Motion to Admit SGAT changes. Specifically, Staff's recommendation would require the addition of Section 7.3.4.2.1, which states:

For traffic delivered through a Qwest or CLEC local tandem switch (as defined in this SGAT), the tandem switching rate and the tandem transmission rate in Exhibit A shall apply per minute in addition to the end office call termination rate described above so long as the terminating Party switches the traffic at both its tandem switch and separate end office switch. However, if CLEC or Qwest only switches the traffic once and this switch meets the definition of tandem switch in Section 4.11.2, then only the tandem switching rate shall apply.

The new language requested by Qwest completely undermines the definition of the tandem switch adopted by the FCC. FCC regulations provide that "[w]here the

switch of a carrier other than an incumbent LEC serves a geographic area comparable to the area served by the incumbent LEC's tandem switch, the appropriate rate for the carrier other than an incumbent LEC is the incumbent LEC's tandem interconnection rate."⁸ The FCC recently affirmed that this rule does not require any functional equivalency analysis, stating:

In addition, section 51.711(a)(3) of the Commission's rules requires only that the comparable geographic area test be met before carriers are entitled to the tandem interconnection rate for local call termination. Although there has been some confusion stemming from additional language in the text of the *Local Competition Order* regarding functional equivalency, section 51.711(a)(3) is clear in requiring only a geographic area test. Therefore, we confirm that a carrier demonstrating that its switch serves "a geographic area comparable to that served by the incumbent LEC's tandem switch" is entitled to the tandem interconnection rate to terminate local telecommunications traffic on its network.⁹

Nothing in the FCC's rules allows state commissions to impose different criteria for the availability of the tandem interconnection rates for other carriers. Indeed, imposing such additional criteria is contrary to the FCC rule and violates Section 253 of the Act and the Hobbs Act. State Commissions are bound to apply FCC rules and orders and such rules and orders cannot be challenged in this proceeding.¹⁰ The Hobbs Act vests exclusive jurisdiction in the courts of appeals to review FCC rules and orders. *See* 28

⁸ 47 C.F.R. § 51.711 (a)(3).

⁹ *See also In the Matter of Developing a Unified Intercarrier Compensation Regime*, CC Docket No. 01-92, Notice of Proposed Rulemaking, FCC 01-132, (Rel. April 27, 2001) at ¶ 105 and n. 173 ("ISP NPRM").

¹⁰ *See also Wilson v. A.H. Belo Corp.*, 87 F.3d 393, 397-400 (9th Cir. 1996), 87 F.3d at 396-98 (holding that all FCC rulings, whether in the form of rules, orders, or otherwise, are insulated from collateral attack under the Hobbs Act). Indeed, on this very point, the Eighth Circuit concluded that the "fact that the FCC assert[ed] . . . its authority in the commentary section of its First Report and Order as opposed to stating its position as a rule is immaterial." *Iowa Utils. Bd. v. FCC*, 120 F.3d 753, 816 (8th Cir. 1997), *aff'd in part and rev'd in part*, 119 S. Ct. 721 (1999).

U.S.C. § 2342 (granting the court of appeals exclusive jurisdiction to determine the validity of FCC Orders).¹¹ To the extent Qwest or a state commission takes issue with rulings of the FCC, they must do so pursuant to the Hobbs Act.

In addition, Qwest's new proposed language is designed to establish a functional equivalency test by requiring the CLEC switch to function to replicate Qwest's tandem functionality. As indicated above, such a functional equivalency test is contrary to FCC Rule 51.711(a)(3).

Throughout the FCC orders on reciprocal compensation the FCC has acknowledged the differing nature of the CLEC's network. Indeed, that difference served as the basis for the FCC's development of the symmetrical compensation rule and the tandem interconnection rate symmetry rule.¹² Accordingly, Qwest's proposal would undermine the carefully crafted reciprocal compensation scheme devised by the FCC, contrary to the Act and the FCC orders and should be rejected.

In addition, this language has not been approved by any other commission and would significantly and uniquely alter the reciprocal compensation scheme for Arizona as compared to other jurisdictions. Such a unique change would impose significant implementation costs for Arizona alone.

¹¹ See *U S WEST Communications v. MFS Intelenet, Inc.*, 193 F.3d 1112, 1120 (9th Cir. 1999) (citations omitted) ("The FCC order [*i.e.*, the *Local Competition Order*] is not subject to collateral attack in this proceeding. The Hobbs Act grants exclusive jurisdiction to courts of appeals to determine the validity of all final orders of the FCC. An aggrieved party may invoke this jurisdiction only by filing a petition for review of the FCC's final order in a court of appeals naming the United States as a party.")

¹² *Local Competition Order*, ¶¶ 1085 - 1090, *ISP NPRM*, ¶¶ 102 - 105.

E. Qwest's Refusal to Pay Reciprocal Compensation for ISP Traffic Under its Existing Interconnection Agreements is Unaffected by the FCC's ISP Order on Remand and Payment Should Be Required Before Qwest is Deemed to be in Compliance with Checklist Item 13. (Disputed Issue No. 5)

AT&T disagrees, in part, with Staff's recommendation that Qwest is not required to pay "reciprocal compensation" for Internet-bound traffic in order to satisfy Checklist Item 13. AT&T agrees that, based upon the recent FCC April 27, 2001 *ISP Order on Remand*,¹³ Qwest is not obligated to revise its SGAT to include Internet-bound traffic as part of its reciprocal compensation obligations of 47 U.S.C. § 251(b)(5). Therefore, Staff's recommendation relative to any revisions of the SGAT is correct.

However, Qwest should be ordered to pay any unpaid reciprocal compensation for ISP traffic pursuant to its current interconnection agreements ("ICAs"). CLECs should not be forced to bring enforcement actions under their agreements in order to obtain payment for this traffic. Until Qwest makes the requisite payments of amounts owed under its current interconnection agreements and commits to continue such payments unless and until those interconnection agreements are revised, Qwest cannot demonstrate compliance with Checklist Item 13.

The AT&T and TCG interconnection agreements require such payment, as do many other agreements that were approved prior to the FCC's most recent order. In those agreements, the parties did not separate or distinguish ISP or IP Telephony traffic from other local traffic. It was considered to be local traffic. The industry custom and usage at

¹³*Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; Inter-carrier Compensation for ISP-Bound Traffic, Order on Remand and Report and Order, CC Docket 96-98 (Rel. April 27, 2001) ("ISP Order on Remand").*

the time that these interconnection agreements were being negotiated was that all local traffic was subject to reciprocal compensation. This custom and usage for this traffic can be traced, in part, to the exemption from access charges that the FCC granted to Enhanced Service Providers ("ESPs"). ESPs had been paying for use of the local network by purchasing business lines under state-tariffed rates. Because carriers cannot collect access charges for ISP-bound traffic as a result of the ESP exemption (under which such traffic is treated as local), their only source of compensation would be through reciprocal obligations approved by state commissions. The FCC recognized this when it said that its "long standing policy of treating this traffic as local" when applied in the "context of reciprocal compensation suggests that such compensation is due for that traffic."¹⁴ That policy has been in place since at least 1983.

Despite this long-standing policy, Qwest contends that the term "local" in its ICAs should be construed to exclude ISP and IP Telephony traffic. The parties negotiating interconnection agreements with Qwest believed that ISP and IP Telephony traffic would be considered local traffic for purposes of the reciprocal compensation provisions, based upon the current law and the industry custom and usage. Accordingly, if Qwest wanted a different outcome, it was incumbent upon Qwest to explicitly overcome this industry custom and usage by negotiating an explicit exception for this traffic. Qwest's failure to negotiate an explicit exception for this traffic in the reciprocal compensation provisions of its interconnection agreements compels the result reached by the many state commissions that have considered this issue: that the parties to interconnection

¹⁴ *Declaratory Ruling*, ¶¶ 24, 25.

agreements with Qwest intended for this traffic to be treated as local traffic and subject to reciprocal compensation. The unavailability of access charge compensation for ISP and IP Telephony traffic merely underscores that the parties could only have intended to compensate each other for the undisputed costs associated with the delivery of such traffic through the reciprocal compensation provisions.

Indeed, the position articulated by Qwest is contrary to the negotiating history of the reciprocal compensation provisions and positions taken by Qwest throughout the arbitrations. Qwest advocated reciprocal compensation in both negotiations and the arbitrations and vehemently opposed bill-and-keep. By refusing to pay reciprocal compensation on this traffic, Qwest is unilaterally adopting for this class of traffic the very bill-and-keep compensation scheme it adamantly opposed during contract negotiations and the arbitrations.

The FCC's recent order does not alter, in any way, Qwest obligation to pay unpaid reciprocal compensation for ISP traffic under its ICAs prior to the effective date of the FCC order. The FCC established an interim reciprocal compensation mechanism for payments due under existing contracts after the effective date of the FCC order, but in no way excuses the RBOCs obligations to pay its prior debts for such ISP traffic.¹⁵

Accordingly, Qwest's unilateral refusal to pay reciprocal compensation for ISP traffic under its current interconnection agreements that require such payments is a breach of contract and must be enforced. Such enforcement jurisdiction resides with state

¹⁵ See *ISP Order on Remand*, ¶¶ 77 - 78.

commissions.¹⁶ Equitable, contractual, and legal considerations all support Qwest's obligation to pay reciprocal compensation for this traffic as required by those interconnection agreements. Until Qwest makes such payments, Qwest cannot and should not be deemed to be in compliance with Checklist Item 13.

CONCLUSION

For all the reasons set forth herein, AT&T urges the Staff to revise its draft Commission Staff's Report on Qwest's Compliance with Checklist Item No. 13, Reciprocal Compensation as described above.

DATED this 8th day of June, 2001.

**AT&T COMMUNICATIONS
OF THE MOUNTAIN STATES, INC.
AND AT&T LOCAL SERVICES**

By: Rebecca B. DeCook (by MUST)
Mary B. Tribby
Rebecca B. DeCook
AT&T Law Department
1875 Lawrence Street, Suite 1575
Denver, CO 80202
(303) 298-6357

¹⁶ See *Iowa Utilities Board v. FCC*, 120 F.3d 753, 804 (8th Cir. 1997).

CERTIFICATE OF SERVICE

I certify that the original and 10 copies of the Comments of AT&T on Staff's Report on Checklist Item 13 in Docket No. T-00000A-97-0238 were sent by overnight delivery on June 8, 2001 to:

Arizona Corporation Commission
Docket Control – Utilities Division
1200 West Washington Street
Phoenix, AZ 85007

and a true and correct copy was sent by overnight delivery on June 8, 2001 to:

Maureen Scott
Legal Division
Arizona Corporation Commission
1200 West Washington Street
Phoenix, AZ 85007

Jane Rodda
Administrative Law Judge
Arizona Corporation Commission
400 West Congress
Tucson, AZ 85701-1347

Deborah Scott
Director - Utilities Division
Arizona Corporation Commission
1200 West Washington Street
Phoenix, AZ 85007

Christopher Kempley
Arizona Corporation Commission
Legal Division
1200 West Washington Street
Phoenix, AZ 85007

Mark A. DiNunzio
Arizona Corporation Commission
1200 West Washington Street
Phoenix, AZ 85007

and a true and correct copy was sent by U. S. Mail, postage prepaid, on June 8, 2001 to:

Thomas F. Dixon
WorldCom, Inc.
707 – 17th Street, #3900
Denver, CO 80202

Terry Tan
WorldCom, Inc.
201 Spear Street, 9th Floor
San Francisco, CA 94015

Douglas Hsiao
Rhythms Links, Inc.
9100 E. Mineral Circle
Englewood, CO 80112

Bradley Carroll
Cox Arizona Telcom, L.L.C.
1550 West Deer Valley Road
Phoenix, AZ 85027

Michael M. Grant
Gallagher and Kennedy
2575 East Camelback Road
Phoenix, AZ 85016-9225

Penny Bewick
New Edge Networks
3000 Columbia House Blvd., Suite 106
Vancouver, WA 98661

Gena Doyscher
Global Crossing Local Services, Inc.
1221 Nicollet Mall, Suite 300
Minneapolis MN 55403

Traci Kirkpatrick
Davis Wright Tremaine LLP
1300 S.W. Fifth Avenue
Portland, OR 97201

Michael W. Patten
Roshka Heyman & DeWulf, PLC
400 North Fifth Street, Suite 1000
Phoenix, AZ 85004-3906

Joyce Hundley
United States Dept. of Justice
Antitrust Division
1401 H Street NW, Suite 8000
Washington, DC 20530

Daniel Pozefsky
Residential Utility Consumer Office
2828 North Central Ave., #1200
Phoenix, AZ 85004

Karen Johnson
Electric Lightwave, Inc.
4400 NE 77th Ave
Vancouver, WA 98662

Mark N. Rogers
Excell Agent Services, L.L.C.
2175 W. 14th Street
Tempe, AZ 85281

Mark P. Trincherro
Davis Wright Tremaine
1300 SW Fifth Ave., Suite 2300
Portland OR 97201-5682

Michael B. Hazzard
Kelley, Drye & Warren, LLP
1200 19th Street, NW, Fifth Floor
Washington, DC 20036

Thomas H. Campbell
Lewis & Roca LLP
40 N. Central Avenue
Phoenix, AZ 85004

Karen L. Clauson
Eschelon Telecom, Inc.
730 2nd Avenue South, Suite 1200
Minneapolis, MN 55402

Joan S. Burke
Osborn Maledon, P.A.
2929 N. Central Avenue, 21st Floor
Phoenix, AZ 85067-6379

Darren S. Weingard
Eric S. Heath
Sprint Communications Company L.P.
100 Spear Street, Suite 930
San Francisco, CA 94105

Charles Kallenbach
American Communications Services, Inc.
131 National Business Parkway
Annapolis Junction, MD 20701

Alaine Miller
XO Communications
500 108th Avenue NE, Suite 2200
Bellevue, WA 98004

Jeffrey W. Crockett
Snell & Wilmer, LLP
One Arizona Center
Phoenix, AZ 85004-0001

Todd C. Wiley
Gallagher & Kennedy, P.A.
2575 East Camelback Road
Phoenix, AZ 85016-9225

Andrew Crain
Qwest Corporation
1801 California Street, Suite 3800
Denver, CO 80202

Daniel Waggoner
Davis Wright Tremaine
2600 Century Square
1501 Fourth Avenue
Seattle, WA 98101-1688

Raymond S. Heyman
Randall H. Warner
Roshka Heyman & DeWulf
Two Arizona Center
400 N. Fifth Street, Suite 1000
Phoenix, AZ 85004

Diane Bacon, Legislative Director
Communications Workers of America
Arizona State Council
District 7 AFL-CIO, CLC
5818 N. 7th Street, Suite 206
Phoenix, AZ 85014-5811

Andrea P. Harris
Senior Manager, Regulatory
Allegiance Telecom, Inc.
2101 Webster, Suite 1580
Oakland, CA 94612

K. Megan Doberneck
Covad Communications Company
7901 Lowry Blvd.
Denver, CO 80230

Janet Livengood
Regional Vice President
Z-Tel Communications, Inc.
601 S. Harbour Island Blvd., Suite 220
Tampa, FL 33602

Bill Haas
Richard Lipman
McLeodUSA Telecommunications
Services, Inc.
6400 C Street SW
Cedar Rapids, IA 54206-3177

Mark Dioguardi
Tiffany and Bosco, P.A.
500 Dial Tower
1850 North Central Ave.
Phoenix, AZ 85004

Timothy Berg
Fennemore Craig, P.C.
3003 North Central Ave., #2600
Phoenix, AZ 85012

Steven R. Beck
Qwest Corporation
1801 California Street, Suite 3800
Denver, CO 80202


